

SEP 29 2006

For The Northern Mariana Islands
By _____
(Deputy Clerk)**IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS****ABELLANOSA, JOANNA, et al.,**

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT
OF PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I, NORA ANTATICO, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling up the application form, I was told to report to the office of Corazon "Cory" Quing for interview, which I did.

I.**MEDICAL FEES**(Physical Examination Fee
and Health Certificate Fee)

3. During my interview, Cory Quing asked me who was my employer and if I was willing to transfer to L&T. I told her who my employer was and yes, I was willing to transfer to L&T and my job category with my present employer was that of a houseworker. Cory Quing also asked me if I had my medical examination and I said yes. She replied that it is okay and L&T will be the one to pay for my medical examination and health certificate for the following year.

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ORIGINAL

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1 Upon hearing that, I was elated because of the possibility of employment
2 renewal.

3 4. After the interview with Cory Quing, I, together with several others, were
4 told to report to another L&T personnel who later on, I came to know to be
5 Amy Tse. Amy Tse asked us if we can do the job required for a packager at the
6 same time explained to us what is the nature of a hand packager's job.
7 Thereafter, I, together with my companions, were told that L&T would hire us
8 and we just have to wait for a call regarding the requirements we had to
9 submit.

10 5. A few days later, I got a call from L&T asking me to report to HR office.
11 When I arrived at HR I met with Baby Lopez, who identified herself as an HR
12 staff person. Baby gave me and asked me to complete the Consensual
13 Transfer documents and have my employer to complete and sign them, which
14 I did. I gave the completed consensual transfer documents to Baby Lopez at
15 the HR office. Baby Lopez then asked for my health certificate which she
16 noted had not yet expired. As to the rest of the applicants whose health
17 certificate had expired or already expiring, Baby told them that they would
18 need to get a new medical examination and health certificate before their
19 employment application/documentation could be completed and processed.
20 Baby told them to go to Marianas Medical Center to get the examination. She
21 even told our group to mention that they are from L&T to get discount at
22 Marianas Medical Center. When asked how the medical examination and
23 health certificate are going to be paid for, Baby said you pay for it now and on
24 your renewal L&T will pay. I understood this to mean that if I did my job and
25 not violate any company rules, that I would be renewed for a second year and

1 that during that second year L&T would pay/repay for the health examination
2 and health certificate fees. Upon hearing what Baby said echoing or
3 confirming what Cory Quing earlier told us, I felt more excited to work for L&T
4 as I felt assured of at least two years of employment.

5
6 II.
7 CONTRACT SIGNING

8 6. My first non-resident contract was in 1994. Basically, annually since
9 then, each year, my employers used and had me sign a standard form labor
10 contract provided by DOL. I became familiar with the basic terms of the DOL
11 standard form contract. A copy of such standard form contract is attached as
12 Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

13 7. In 2004, when L&T HR staff Baby Lopez handed me their contract form,
14 with only the signature page showing, and insisting that I sign, I had no
15 reason to believe it was not the standard DOL form contract. Prior to signing
16 this L&T contract form and at the time it was presented to me in the HR for
17 signing, I was not given an opportunity to read the contract before signing it.
18 When it was presented to me in the HR office, Baby Lopez just showed the
19 document with the pages turned back, showing only the signature page, and
20 pointed to where I was to sign it, and said sign, which I did without reading
21 it. Baby was rushing me and other applicants by insisting that I and the other
22 applicants I saw present, hurry up and quickly sign, without delaying the
23 document processing. At that time Baby was urging us to sign, she was so
24 busy attending to so many things and inquiries inside her office. From the
25 mood and way the HR staff was acting, I was made fearful that if I didn't just

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1 sign the signature page as instructed, I would lose the job opportunity
2 especially since none of the other applicants I saw there held up the line by or
3 took time to read the contract document. I observed the HR staff acting the
4 same way with other workers who signed before and after my turn. Neither
5 Baby Lopez, nor any one else, ever showed me my contract document until
6 the time and date they asked me (us) to sign at HR. I was never given a copy
7 of the L&T contract document I signed before my termination on or about May
8 13, 2004. After my termination I was surprised when I later learned of some
9 of the conditions and terms in L&T's self-styled contract. Had I known that the
10 contract contained terms restricting me from being employed with other
11 competing companies in Saipan and allowing L&T to terminate me at any time
12 as a reduction in force, I would not have agreed to it or signed.

13
14 III.
PERFORMANCE EVALUATION

15 8. There was no individualized measurement or testing to determine my or
16 each Packer's individual performance or production. The only production
17 measurement or test was done by counting the output (production) from each
18 of the different lines of Packers. There was really no way for me as an
19 individual packer to control or show an increase in the number of products
20 because I was just one individual on the line with many others. In the
21 packing section our work was performed by groups of workers on so-called
22 lines. The packages or items we were assigned to work on often varied from
23 day to day. Our Head Supervisor in the packing section was Tse, Oi Ling, who
24 is Chinese. When I and other Filipino workers tried to ask her questions
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1 regarding our work she could not answer nor explain because she does not
2 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of
3 Request for Interrogatories No. 49a).

4
5 IV.
6 TERMINATION

7 9. I was employed and worked for L&T International Corporation as a hand
8 packer, from on or about March 2004 to May 13, 2004, when I and other
9 workers in the hand packing section were summoned by the calling of our
10 individual names over the public address system, to report to the Human
11 Resources (HR) office. I believe and understand we were called in two batches,
12 one about 3:00 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres,
13 page 97, lines 14-17).

14 10. I did not know why we were being called to come to HR. I thought that
15 we were being called regarding receipt of our anticipated ATM Cards that L&T
16 had previously given us and had us fill out an application for, as they told me
17 and other workers present, to make it easier and more convenient for (us)
18 workers to access and get our anticipated bi-weekly wage payments without
19 having to stand in line waiting for and trying to cash payroll checks. I was
20 made more assured of my continued employment and anticipated pay check
21 by L&T having asked me and other workers to set up these ATM accounts to
22 facilitate our anticipated payroll check payments.

23 11. As we arrived at the designated meeting room, I observed other workers,
24 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
25 staff, were present at the May 13, 2004 meeting.

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1 12. I did not see or hear Corazon Quing read or reading from any document
2 or the so-called "communication plan" as described and stated in Exhibit "A"
3 attached to the Declaration of Corazon Quing.

4 13. More specifically, I (we) were not told as stated by Corazon Quing that we
5 the workers, had the right to appeal our termination to the "Legal
6 Department" of L&T or to any one else.

7 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
8 2004 meeting, informed us, that the purpose of the so-called second check
9 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,
10 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
11 as proposed RIF workers, that I (we) be given "written notice of separation at
12 least 15 days prior to the effective date of separation, or severance pay in lieu
13 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
14 20-24).

15 15. It was my honest belief that I and my co-workers were terminated on May
16 13, 2004 and that the termination was effective immediately on and from May
17 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
18 that today (May 13, 2004) was our last day of employment and they demanded
19 that we give up and turn in our company ID cards which were required and
20 needed for company employees to freely enter company premises; and more
21 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
22 clock in or out without them, in addition to being required to "turn over any
23 and all company properties in your possession... on or before May 13, 2004"
24 as stated in the Notice of Termination. (See Ex. "D," Defendant's
25 Memorandum).

1 16. As a result I believed and felt that I was terminated and forced to stop
2 working on May 13, 2004, the same date that the Notice of Termination (dated
3 May 12, 2004) was given to me. Hence, I was not given the required prior
4 notice of termination and/or of the RIF.

5 17. I and the other plaintiffs worked a set work schedule and shift, and
6 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
7 for a total of forty-two (42) hours each work week, which included two (2) hour
8 overtime each work week while employed at L&T.

9
10 V.
EMOTIONAL DISTRESS

11 18. The termination, being announced and coming as it did without any prior
12 notice, counseling or discussion about employment options with other
13 companies or L&T caused me severe shock and I was dumbfounded. The
14 termination left me physically and emotionally drained.


15 19. I became very emotionally upset and disturbed as a result of the termination
16 of my employment at L&T. The way L&T broke the news of termination to us, not
17 individually or privately, but *en masse* in front of all the other employees, resulted in
18 wailing, crying and shouting and pandemonium among the workers present; I and
19 the other workers present were crying and hugging each other and trying to console
20 one another.

21 20. For several months after L&T terminated my employment, I was too
22 embarrassed and ashamed to go to gatherings of friends and acquaintances
23 because of fear of being asked about my sudden firing and termination by
24 L&T. I felt like a social outcast. There was a time I sent my daughter to
25

1 school. Upon seeing me, my daughter's classmates asked her where is her
2 mom working. I can clearly recall that my daughter responded rather
3 innocently that I was not working because I got terminated. Upon hearing
4 those words, I felt so ashamed of myself and useless.

5 27. When I looked back at termination from L&T, I broke down and was crying
6 hysterically and uncontrollably and could not sleep. I used to be very patient and
7 caring for my family, especially for our child before I was terminated. After the loss
8 of my job at L&T, I easily lose patience with and am quick to yell and shout at our
9 daughter and my partner until now. I notice and feel that I am not the same person
10 before and after the loss of my job at L&T.

11 I declare under penalty of perjury that the foregoing is true and correct
12 and that this declaration was executed this 26th day of September, 2006.

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/S/ 
Nora T. Antatico
Declarant